

**CITY OF CHICAGO
PIGGYBACK CONTRACT**

**BETWEEN
CHICAGO HOUSING AUTHORITY
AND
OFFICE DEPOT, INC.**

This Piggyback Contract ("Contract") is made and entered into this 1st day of May, 2016 ("Effective Date"), by and between Chicago Housing Authority (hereinafter referred to as the "Customer" or "CHA"), and Office Depot, Inc., a Delaware corporation with corporate headquarters located at 6600 North Military Trail, Boca Raton, FL 33496 (hereinafter referred to as "Office Depot").

WITNESSETH:

WHEREAS, on November 28, 2012, The City of Chicago, Department of Fleet & Facility Management ("City" or "FFM") awarded Office Depot Professional Services Agreement Contract #26701 (the "Master Agreement"), which permits entities to purchase goods and services in accordance with terms and conditions set forth in the Master Agreement;

WHEREAS, the CHA, in reliance upon the local government agency participation rights available and in effect under the Master Agreement, and sought authorization and approval from the City to participate in the Master Agreement, which was approved by the City in its letter of approval dated February 10, 2016;

WHEREAS, the CHA and the Office Depot desire to enter into this Contract to facilitate the provision of office supply and delivery services and other related services by Office Depot to various Private Property Management firms of the CHA ("Property Managers" or "PPMs"), who are engaged in providing professional property management services to CHA at various CHA residential properties and locations throughout the City of Chicago, upon the same generally prevailing terms, conditions and prices as established in the Master Agreement, except as specifically modified by the terms herein; and

WHEREAS, the undersigned representative of Customer is authorized, on behalf of Customer, to contract with Office Depot for the purchase of the office supplies and services in accordance with the terms of the Master Agreement and this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises herein stated and in conjunction with the cooperative agreement referenced, the parties hereto agree to the following terms and conditions:

1. INCORPORATION OF MASTER AGREEMENT.

The purpose of this Contract is to allow the Customer to purchase supplies from Office Depot at the discounted prices set forth in the Master Agreement. To that end, the Master Agreement is hereby incorporated by reference as if set forth herein in its entirety, including all subsequent amendments thereto.

As required under the Master Agreement, this Contract shall have no effect (adverse or otherwise) upon the validity, duration or operation of the Master Agreement. Furthermore, to fully effectuate the independent performance, operation and administration of this Contract as a wholly separate agreement from the Master Agreement, this Contract shall be construed by the Customer and the Office Depot, and by any court, tribunal or other entity charged with enforcement or interpretation of this Contract harmoniously with the City Agreement to the fullest extent practicable and with the stated intention of Customer and Office Depot that the each shall be construed to be consistent and harmonious with the other, and no specific conflict shall be implied or construed.

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All rights and duties generally applicable to or reserved to FFM under the Master Agreement shall likewise be vested in the Customer for purposes of this Contract. Furthermore, all rights and duties generally applicable to or reserved to the Office Depot under the Master Agreement shall likewise be vested in the Office Depot for purposes of this Contract. Additionally, any material clause or provision set forth in the Master Agreement which has an analogous or equivalent term or provision under law or regulation that would apply to the parties to this Contract, the equivalent law or provision shall be given full reasonable effect, without intending any material conflict or contradiction with the equivalent or comparable term, condition, law or regulation referenced in the Master Agreement.

2. TERM AND COMPENSATION.

The initial term of this Contract is for the period commencing from the Effective Date set forth above through November 27, 2016. This Contract may be extended upon mutual written agreement of the parties herein to the extent that such does not extend beyond that of the Master Agreement.

In consideration of the Office Depot's performance and provision of the services, goods, supplies and other related activities herein, the CHA shall pay Office Depot compensation in the total amount not-to-exceed of Three Hundred One Thousand Seven Hundred Eighty-Five and 00/100 Dollars (\$301,785.00) (hereinafter the "Total Compensation"). Pricing for office supplies, goods, deliveries or other related services, shall be subject to the same established catalog pricing, selection, discounts, rebates and other pricing terms established in the Master Agreement.

Office Depot agrees not to perform, and waives any and all claims for payment of work, materials, expenses, resources or other claims which would result in billings beyond this amount. It is mutually understood and agreed by the parties that the above agreed upon Total Compensation amount is the only compensation provided for in this Contract and there will be no additional, costs, fees or other type of profit allowable or paid under this Contract without an express written amendment to the Contract authorizing said additional compensation, supplies or services. Office Depot acknowledges an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within the Total Compensation amount.

3. CREDIT TERMS.

Customer's credit limit shall be established by Office Depot's credit department. Office Depot reserves the right to lower Customer's credit limit or refuse to ship any orders if at any time: (a) Customer's account is materially past due and Customer has not responded with a reasonable response within ten (10) business days of written notice of said delinquency to work with Office Depot to resolve the issues; (b) in Office Depot's commercially reasonable opinion, Customer's credit standing becomes impaired as a result of Customer's payment habits having slowed down to an unsatisfactory level with all non-critical suppliers including Office Depot; (c) Customer's financial condition becomes unstable based on Customer's financial reports or reputable third party ratings, or (d) if there are severe risk alerts from reputable third party credit bureaus.

Office Depot agrees to consider or review, in good faith, the adjustment to or waiver of Customer's credit limit based upon the Customer's funding for the Contract or upon such other Customer practices, positive credit history and similar standing that reasonably warrant and support favorable adjustment to the standard Office Depot credit terms.

4. NOTICES.

All notices, requests, demands and other communications under this Contract shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3)

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business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

To Customer: Chicago Housing Authority
60 E. Van Buren Street, 12th Floor
Chicago, IL 60605
Attn: Chief Executive Officer

with a copy to: Chicago Housing Authority
60 E. Van Buren Street, 12th Floor
Chicago, IL 60605
Attn: Chief Legal Officer

To Office Depot: Office Depot, Inc.
6600 North Military Trail
Boca Raton, FL 33496
Attn: Claudia Hughes

with a copy to: Office Depot, Inc.
6600 North Military Trail
Boca Raton, FL 33496
Attn: Office of the General Counsel

5. **TERMINATION FOR CONVENIENCE.**

Either party may terminate this Contract for convenience by providing the other party thirty (30) days prior written notice.

6. **INSURANCE.**

Office Depot and the CHA agree that Office Depot's insurance obligations under the Master Agreement shall apply to this Contract, and that the CHA shall be named as an "additional insured" to that same extent that the City is so designated in the Master Agreement.

7. **EQUAL EMPLOYMENT OPPORTUNITY.**

Intentionally Omitted.

8. **MBE/WBE/DBE PARTICIPATION/COMPLIANCE.**

Office Depot and the CHA agree that Office Depot's MBE/WBE/DBE Utilization Plan, which is attached hereto as Exhibit A and incorporated by reference herein, shall apply for the administration of MBE/WBE/DBE compliance under this Contract.

9. **BUSINESS DOCUMENTS AND CERTIFICATIONS.**

Office Depot has provided to the Customer various documentation, certifications and representations, including evidence of its authority to conduct business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Illinois. Office Depot's Affidavit and Vendor's Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C), as well as its Contractor's Affidavit, are collectively attached hereto as Exhibit B and incorporated by reference as if fully set forth herein.

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IN WITNESS WHEREOF, Customer and Office Depot have executed this Contract on the Effective Date.

OFFICE DEPOT, INC.

By: *Claudia Hughes*
Name: Claudia Hughes
Title: Vice President
Date: 8/16/2016

CHICAGO HOUSING AUTHORITY

By: *Dionna Brookens*
Name: Dionna Brookens
Title: Chief Procurement Officer
Date: 8/19/16



Approved as to Form and Legality
Chicago Housing Authority
Office of General Counsel

James L. Bebley
By: James L. Bebley
Title: Chief Legal Officer